

RESOLUTION No. 2008-09-696

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, APPROVING IN SUBSTANTIAL FORM THE MUTUAL AID AGREEMENT AND JOINT DECLARATION AGREEMENT ATTACHED HERETO AS EXHIBITS "A" AND "B"; AUTHORIZING THE CITY MANAGER AND CITY ATTORNEY TO MAKE NECESSARY CHANGES TO THESE FORMS; PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE.

WHEREAS, it is the responsibility of the governments of the City of Miami Gardens and other local municipalities to ensure the public safety of their citizens by providing adequate levels of police services to address any foreseeable routine or emergency situation, and

WHEREAS, because of the existing and continuing possibility of the occurrence of law enforcement problems and other natural and man-made conditions which are, or are likely to be, beyond the control of the services, personnel, equipment or facilities of the Miami Gardens and other local police departments, and

WHEREAS, in order to ensure that preparation of these law enforcement agencies will be adequate to address any and all of these conditions, to protect the public peace and safety, and to preserve the lives and property of the people of the who reside in local municipalities, and

WHEREAS, the City of Miami Gardens has the authority under Chapter 23, Florida Statutes, to enter into Mutual Aid Agreements with other municipalities,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, as follows:


Section 1. ADOPTION OF REPRESENTATIONS: The foregoing Whereas paragraphs are hereby ratified and confirmed as being true, and the same are hereby made a specific part of this Resolution.

Section 2. APPROVAL: The City Council hereby approves in substantial form the Mutual Aid Agreement and Joint Declaration Agreement attached hereto as Exhibits "A" and "B, and further authorize the City Manager and City Attorney to make changes to these Agreements as may be necessary.

Section 3. INSTRUCTIONS TO THE CITY CLERK: The City Clerk is hereby authorized to obtain three (3) fully executed copies of all executed Agreements, with one to be maintained by the City; with one to be delivered to the contracting local municipality, and with one to be directed to the Office of City Attorney.

Section 4. EFFECTIVE DATE: This Resolution shall take effect immediately upon its final passage.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS AT ITS REGULAR MEETING HELD ON JANUARY 23, 2008.


SHIRLEY GIBSON, MAYOR

ATTEST:


RONETTA TAYLOR, CMC, CITY CLERK

PREPARED BY: SONJA KNIGHTON DICKENS, ESQ.
City Attorney

SPONSORED BY: DANNY CREW, CITY MANAGER

MOVED BY: Vice Mayor Watson
SECONDED BY: Councilman Campbell

VOTE: 4-0

Mayor Shirley Gibson
Vice Mayor Barbara Watson
Councilman Melvin L. Bratton
Councilman Oscar Braynon, II
Councilman Aaron Campbell
Councilwoman Sharon Pritchett
Councilman André Williams

<u> x </u> (Yes)	<u> </u> (No)	
<u> x </u> (Yes)	<u> </u> (No)	
<u> </u> (Yes)	<u> </u> (No)	Out of town
<u> </u> (Yes)	<u> </u> (No)	Not present
<u> x </u> (Yes)	<u> </u> (No)	
<u> </u> (Yes)	<u> </u> (No)	Not present
<u> x </u> (Yes)	<u> </u> (No)	

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MUTUAL AID AGREEMENT

Between the City of Miami Gardens and the City of Opa-Locka

Municipal Police Departments

Whereas, it is the responsibility of the governments of the City of Miami Gardens and the City of Opa Locka, Florida, to ensure the public safety of their citizens by providing adequate levels of police services to address any foreseeable routine or emergency situation; and

Whereas, because of the existing and continuing possibility of the occurrence of law enforcement problems and other natural and man-made conditions which are, or are likely to be, beyond the control of the services, personnel, equipment, or facilities of the Miami Gardens and Opa Locka Police Departments; and

Whereas, in order to ensure that preparation of these law enforcement agencies will be adequate to address any and all of these conditions, to protect the public peace and safety, and to preserve the lives and property of the people of the Cities of Miami Gardens and Opa Locka; and

Whereas, the City of Miami Gardens and the City of Opa Locka have the authority under Chapter 23, Florida Statutes, Florida Mutual Aid Act, to enter into a mutual aid agreement;

NOW, THEREFORE, BE IT KNOWN that the City of Miami Gardens, a political subdivision of the State of Florida, and the City of Opa Locka, in consideration for mutual promises to render valuable aid in times of necessity, do

hereby agree to fully and faithfully abide by and be bound by the following terms and conditions:

1. Short title: Mutual Aid Agreement
2. Description: Since this Mutual Aid Agreement provides for the requesting and rendering of assistance for both routine and law enforcement intensive situations, this Mutual Aid Agreement combines the elements of both a voluntary cooperation agreement and a requested operational assistance agreement, as described in Chapter 23, Florida Statutes.
3. Definitions:
 - a. Joint Declaration: A document which enumerates the various conditions or situations where aid may be requested or rendered pursuant to this Agreement, as determined by concerned agency heads. The Joint Declaration between the City of Opa Locka and the City of Miami Gardens is attached hereto as Exhibit "A" and is hereby incorporated by reference. Subsequent to execution by concerned agency heads, the Joint Declaration shall be filed with the clerks of the respective political subdivisions and shall thereafter become part of this Agreement. Said declaration may be amended or supplemented at any time by the agency heads by filing subsequent declarations with the clerks of the respective political subdivisions.
 - b. Agency or participating law enforcement agency: Either the Miami Gardens or Opa Locka Police Departments.

- c. Agency head: the City of Miami Gardens Manager or his designee shall have the right to bind the City of Miami Gardens, and the City Manager of Opa Locka or his designee shall have the right to bind the City of Opa Locka in accordance with this Agreement.
- d. Participating municipal police department: The City of Miami Gardens and Opa Locka.
- e. Certified law enforcement employee: Any law enforcement employee certified as provided in Chapter 943, Florida Statutes.

4. Operations:

- a. In the event that a party to this Agreement is in need of assistance as specified in the applicable joint declaration, an authorized representative of the police department requiring assistance shall notify the agency from whom such assistance is requested. The authorized agency representative whose assistance is sought shall evaluate the situation and his available resources, and will respond in a manner deemed appropriate.
- b. Each party to this Agreement agrees to furnish necessary manpower, equipment, facilities, and other resources and to render services to the other party as required to assist the requesting party in addressing the situation which caused the request; provided, however, that no party shall be required to deplete unreasonably its own manpower, equipment, facilities, and other resources and services in rendering such assistance.
- c. The agency heads of the participating law enforcement agencies, or their designees, shall establish procedures for giving control of the mission

definition to the requesting agency, and for giving tactical control over accomplishing any such assigned mission and supervisory control over all personnel or equipment provided pursuant to this Agreement to the providing agency.

5. Powers, Privileges, Immunities, and Costs:

- a. All employees of the participating municipal police department, including certified law enforcement employees as defined in Chapter 943, Florida Statutes, during such time that said employees are actually providing aid outside of the jurisdictional limits of the employing municipality pursuant to a request for aid made in accordance with this Agreement, shall, pursuant to the provisions of Chapter 23, Florida Statutes, have the same powers, duties, rights, privileges, and immunities as if they were performing their duties in the political subdivision in which they are normally employed.
- b. The political subdivision having financial responsibility for the law enforcement agency providing services, personnel, equipment, or facilities pursuant to the provisions of this Agreement shall bear any loss or damage to same and shall pay any and all expenses incurred in the maintenance and operation of same.
- c. The political subdivision having financial responsibility for the law enforcement agency providing aid pursuant to this Agreement shall compensate all of its employees rendering aid pursuant to the Agreement during the time of the rendering of such aid and shall defray the actual travel and maintenance expenses of such employees while they are rendering such

aid. Such compensation shall include any amounts paid or due for compensation due to personal injury or death while such employees are engaged in rendering such aid. Such compensation shall also include all benefits normally due such employees.

- d. All exemption from ordinances and rules, and all pensions, insurances, relief, disability, workers' compensation, salary, death, and other benefits which apply to the activity of such officers, agents, or employees of any such agency when performing their respective functions within the territorial limits of their respective agencies shall apply to them to the same degree, manner, and extent while engaged in the performance of their functions and duties extra territorially under the provisions of this Mutual Aid Agreement. The provisions of this Agreement shall apply with equal effect to paid and auxiliary employees.

6. Indemnification: The political subdivision having financial responsibility for the law enforcement agency providing aid pursuant to this Agreement agrees to hold harmless, defend, and indemnify the requesting law enforcement agency and its political subdivision in any suit, action, or claim for damages resulting from any and all acts or conduct of employees of said providing agency while providing aid pursuant to this Agreement, subject to Chapter 768, Florida Statutes, where applicable.

7. Forfeitures: It is recognized that during the course of the operation of this Agreement, property subject to forfeiture under the Florida Contraband Forfeiture Act, Florida Statutes, may be seized. The property shall be seized,

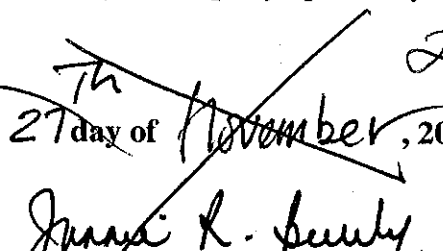
forfeited, and equitably distributed among the participating agencies in proportion to the amount of investigation and participation performed by each agency. This shall occur pursuant to the provisions of the Florida Contraband Forfeiture Act.

8. Conflicts: Any conflicts between this Agreement and the Florida Mutual Aid Act will be controlled by the provisions of the latter, whenever conditions exist that are within the definitions stated in Chapter 23, Florida Statutes.
9. Effective Date and Duration: This Agreement shall be in effect from date of signing, through and including, January 1, 2010. Under no circumstances may this Agreement be renewed, amended, or extended except in writing.


10. Cancellation: This Agreement may be cancelled by either party upon sixty (60) days written notice to the other party.

AGREED TO AND ACKNOWLEDGED this 27th day of November, 2007 2/6/08



Dr. Danny O. Crew, City Manager
City of Miami Gardens, Florida


Jannie R. Beverly, City Manager
City of Opa Locka, Florida

ATTEST:


Ronetta Taylor, City Clerk
City of Miami Gardens Florida

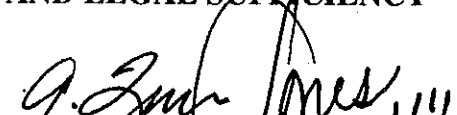
ATTEST:


Deborah Sheffield Irby, City Clerk
City of Opa Locka, Florida

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY


Sonja Knighton-Dickens, City Attorney
City of Miami Gardens, Florida

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY


A. Quinn Jones III, City Attorney
City of Opa Locka, Florida

JOINT DECLARATION BETWEEN THE CHIEF OF THE CITY OF OPA LOCKA
POLICE DEPARTMENT AND THE CHIEF OF THE CITY OF MIAMI GARDENS
POLICE DEPARTMENT PURSUANT TO A MUTUAL AID AGREEMENT

A police officer of either of the participating law enforcement agencies shall be considered to be operating under the provisions of the mutual aid agreement when:

- participating in law enforcement activities that are preplanned and approved by each respective agency head, or
- appropriately dispatched in response to a request for assistance from the other law enforcement agency.

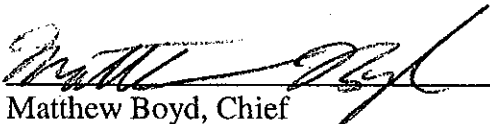
In compliance with and under the authority of the Mutual Aid Agreement heretofore entered into by the City of Miami Gardens, Florida and the City of Opa Locka, Florida, it is hereby declared that the following list comprises the circumstances and conditions under which mutual aid may be requested and rendered regarding police operations pursuant to the agreement. Said list may be amended or supplemented from time to time as needs dictate by subsequent declarations.

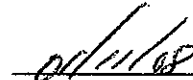
1. Joint multi-jurisdictional criminal investigations.
2. Civil affray or disobedience, disturbances, riots, large protest demonstrations, controversial trials, political conventions, labor disputes, and strikes.
3. Any natural disaster.
4. Incidents which require rescue operations and crowd and traffic control measures including, but not limited to, large-scale evacuations, aircraft and shipping disasters, fires, explosions, gas line leaks, radiological incidents, train wrecks and derailments, chemical or hazardous waste spills, and electrical power failures.
5. Terrorist activities including, but not limited to, acts of sabotage.
6. Escapes from or disturbances within detention facilities.
7. Hostage and barricaded subject situations, and aircraft piracy.
8. Control of major crime scenes, area searches, perimeter control, back-ups to emergency and in-progress calls, pursuits, and missing person calls.
9. Enemy attack.
10. Transportation of evidence requiring security.
11. Major events; e.g., sporting events, concerts, parades, fairs, festivals and conventions.
12. Security and escort duties for dignitaries.

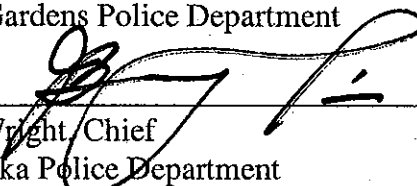
13. Emergency situations in which one agency cannot perform its functional objective.
14. Incidents requiring utilization of specialized units; e.g., underwater recovery, aircraft, canine, motorcycle, bomb, crime scene, marine patrol, and police information.
15. Joint training in areas of mutual need.
16. Joint multi-jurisdictional marine interdiction operations.

The following procedures will apply in mutual aid operations:

1. Mutual aid requested or rendered will be approved by the Chief of Police or designee.
2. Specific reporting instructions for personnel rendering mutual aid should be included in the request for mutual aid. In the absence of such instructions, personnel will report to the ranking on-duty supervisor on the scene.
3. Communications instructions will be included in each request for mutual aid.
4. Incidents requiring mass processing of arrestees, transporting prisoners, and operating temporary detention facilities will be handled per established procedures.


Matthew Boyd, Chief
Miami Gardens Police Department


Date


James Wright, Chief
Opa Locka Police Department


Date